

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40192-10-R-2800-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-Oct-2009	PAGE OF PAGES 1 OF 41
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO. N40192-10-D-2810	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE N40192 COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937  TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME VICENT J. CARBULLIDO	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 671-333-3172		
SOLICITATION				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  REQUEST FOR PROPOSAL N40192-10-R-2800 – SMALL BUSINESS MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC), VARIOUS LOCATIONS, GUAM.  The Small Business MACC is intended to provide design-build multiple award construction contracts for new construction, renovation/modernization, and routine repair/maintenance of Government shore-based facilities on Guam.  <div style="display: flex; justify-content: space-between;"> <div> <b>PROPOSAL DOCUMENTS:</b>            - Solicitation, Offer, &amp; Award (SF1442)            - Instructions to Offerors            - Representations and Certifications         </div> <div> <b>CONTRACT DOCUMENTS:</b>            Solicitation, Offer, and Award (SF1442)            Contract Clauses            NAVFAC Specification 41-10-2800         </div> </div> Award of this solicitation is pursuant to the Small Business Competitiveness Demonstration Program per FAR 19.1007(a)(2).				
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Each TaskOrder</u> .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>04:30 PM</u> (hour) local time <u>24 Nov 2009</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
PACIFIC WEST BUILDERS  
1248 COOLIDGE AVENUE  
NATIONAL CITY CA 91950-4432

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*  
PATRICIA I. ROMERO, INC.  
1248 COOLIDGE AVE  
NATIONAL CITY CA 91950-4332

CODE  
1R3H8

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT  
**\$100,000,000.00 EST**

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)* 1

ITEM  
Block 7

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

**See Item 7**

27. PAYMENT WILL BE MADE BY:

CODE

N68732

DEFENSE FINANCE & ACCOUNTING SERVICE  
DFAS-CLEVELAND  
NORFOLK ACCOUNTS PAYABLE  
PO BOX 998022  
CLEVELAND OH 44199

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: N40192-10-R-2800

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
DORIS R. CASTRO / SUPVY CONTRACT SPECIALIST

30B. SIGNATURE

30C. DATE

TEL: 671-339-8465

EMAIL: Doris.Castro@fe.navy.mil

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY *Doris R. Castro*

10-Mar-2010

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		100,000,000	Dollars, U.S.	\$1.00	\$100,000,000.00 EST

Base Performance Period  
FFP

This an indefinite Delivery Indefinite Quantity (IDIQ) Small Business Multiple Award Construction Contract (SB MACC), Guam for an estimated period of 12 months. A task order for the minimum guarantee will be issued concurrently with the award of the basic contract. ESTIMATED QUANTITY OF IDIQ WORK:  
FOB: Destination

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MAX  
NET AMT

\$100,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		100,000,000	Dollars, U.S.	\$1.00	\$100,000,000.00 EST

OPTION      Option 1 Performance Period  
FFP  
SB MACC FIRST OPTION PERIOD ESTIMATED QUANTITY OF IDIQ  
WORK:  
FOB: Destination

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MAX  
NET AMT

\$100,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		100,000,000	Dollars, U.S.	\$1.00	\$100,000,000.00 EST

OPTION      Option 2 Performance Period  
FFP  
SB MACC SECOND OPTION PERIOD ESTIMATED QUANTITY OF IDIQ  
WORK:  
FOB: Destination

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MAX  
NET AMT

\$100,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		100,000,000	Dollars, U.S.	\$1.00	\$100,000,000.00 EST

OPTION      Option 3 Performance Period  
FFP  
SB MACC THIRD OPTION PERIOD ESTIMATED QUANTITY OF IDIQ  
WORK:  
FOB: Destination

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MAX  
NET AMT

\$100,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		100,000,000	Dollars, U.S.	\$1.00	\$100,000,000.00 EST
OPTION	Option 4 Performance Period FFP SB MACC FOURTH OPTION PERIOD ESTIMATED QUANTITY OF IDIQ WORK: FOB: Destination				
				MAX NET AMT	<hr/> \$100,000,000.00 (EST.)

## Section 00100 - Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR):

<http://acq.navfac.navy.mil/library.htm>

<http://www.arnet.gov/far>

<http://farsite/hill/af.mil>

Defense Acquisition Regulation Supplement (DFARS)

<http://farsite.hill/af.mil/VFDFARA.htm>

<http://www.acq.osd.mil/dp/dars>

(End of clause)



## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (Aug 2003) Alternate I	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.246-12	Inspection of Construction	AUG 1996

52.246-21	Warranty of Construction	MAR 1994
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.228-9302	Bid Guarantee (Alt I)	MAY 2005

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **specified on a per task order basis.\***. The time stated for completion shall include final cleanup of the premises.

- **Performance periods shall be specified on each task order.**

- **The performance period for the seed project, FY MCAF PN SAKW059100, Combat Support Vehicle Maintenance Facility, Northwest Field, Andersen AFB Guam is 480 calendar days from the award date.**

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **specified on each task order** for each calendar day of delay until the work is completed or accepted.

**The liquidated damages amount for the seed project (FY 10 MCAF PN SAKW059100 Combat Support Vehicle Maintenance Facility) is \$6,150.00 per day.**

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **award date** through **effective term of the contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000,000.00\***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**\*Except the minimum order shall be \$25,000 to the extent required to expend the minimum guarantee.**

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$15,000,000.00**;

(2) Any order for a combination of items in excess of **\$30,000,000.00**; or

(3) A series of orders from the same ordering office within **three (3)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **thirty (30)**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30)** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty (60) months.**

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the

contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2009)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;



(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the seed project price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **Fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

##### 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in **Guam**, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

(End of clause)

#### 252.236-7007 ADDITIVE OR DEDUCTIVE ITEMS. (DEC 1991)

(a) The low offeror and the items to be awarded shall be determined as follows --

- (1) Prior to the opening of bids, the Government will determine the amount of funds available for the project.
- (2) The low offeror shall be the Offeror that --
  - (i) Is otherwise eligible for award; and

- (ii) Offers the lowest aggregate amount for the first or base bid item, plus or minus (in the order stated in the list of priorities in the bid schedule) those additive or deductive items that provide the most features within the funds determined available.
- (3) The Contracting Officer shall evaluate all bids on the basis of the same additive or deductive items.
  - (i) If adding another item from the bid schedule list of priorities would make the award exceed the available funds for all offerors, the Contracting Officer will skip that item and go to the next item from the bid schedule of priorities; and
  - (ii) Add that next item if an award may be made that includes that item and is within the available funds.
- (b) The Contracting Officer will use the list of priorities in the bid schedule only to determine the low offeror. After determining the low offeror, an award may be made on any combination of items if --
  - (1) It is in the best interest of the Government;
  - (2) Funds are available at the time of award; and
  - (3) The low offeror's price for the combination to be awarded is less than the price offered by any other responsive, responsible offeror.
- (c) "Example." The amount available is \$100,000. Offeror A's base bid and four additives (in the order stated in the list of priorities in the bid Schedule) are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000. Offeror B's base bid and four additives are \$80,000, \$16,000, \$9,000, \$7,000, and \$4,000. Offeror A is the low offeror. The aggregate amount of offeror A's bid for purposes of award would be \$99,000, which includes a base bid plus the first and fourth additives. The second and third additives were skipped because each of them would cause the aggregate bid to exceed \$100,000.

#### 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

- (a) Definitions. As used in this clause --
  - (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
  - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
  - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a

reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the

Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

#### 5252.209-9300 - Organizational Conflicts of Interest (Jun 1984)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

#### 5252.212-9300 COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the

rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. (End of clause).

#### 5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

#### 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause) . (End of clause)

#### 5252.216-9312, MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is \$25,000 (applicable to the base period only) of the estimated total quantity. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of Clause 52.249-2 entitled, "Termination for Convenience of the Government (Fixed-Price) (May 2004) Alternate I (Sep 1996)" shall apply to the unorder amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.



## 5252.228-9300, INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

## 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within **ten (10)** days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

  X   A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the **each task order price**.

  X   A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of **each task order price**.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

#### 5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC October 2008)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting any information outside the quotation)</p> <p>Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>Invoice as 2-in-1 (Services Only)' for contracts paid</p>

	<p>through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p> <p>Contact your WAWF Group Administrator for assistance if required.</p>
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable
Accountable Official Email Address	Fill In, if applicable
Operations Assistant (OA) Email Address	Fill In, if applicable
Activity Fund Administrator email Address	Fill In, if applicable

The NAVFAC WAWF point of contact for this contract is Fill In Your POC and can be reached at Fill In Email or Fill In Phone.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

#### 5252.236-9301, SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be

required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2 hour denials and one 4 hour denial per month.

(b) **Vehicle Delay.** The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average **10 minutes**.

(c) **Operational Considerations.** To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) **Vehicle Search.** Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) **Delivery Vehicles.** Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

(End of clause)

#### 5252.236-9303, ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9304, UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

## 5252.236-9310, RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

(End of clause)

## 5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)

(A) In the event of a conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
  - (a) Any portion of the proposal that exceeds the final design.
  - (b) Any portion of the final design that exceeds the proposal.
  - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:
  - (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
  - (b) Part 1 - Contract Clauses.
  - (c) Part 2 - General Requirements.
  - (d) Part 3 - Project Program Requirements.
  - (e) Part 6 - Attachments (excluding Concept Drawings).
  - (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
  - (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
  - (h) Part 6 - Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(END OF CLAUSE)

## 5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

\_\_\_ (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## 5252.245-9302, LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph. The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

## Section 00800 - Special Contract Requirements

**SPECIAL CONTRACT REQUIREMENTS****SECTION 00800  
LABOR INFORMATION****1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Construction contracts in Guam are subject to the Contract Work Hours and Safety Standards Act but are not subject to Davis-Bacon Act and therefore, the following FAR clauses shall be modified to reflect this applicability and included in this contract.

- a. FAR 52.222-11, Subcontracts (Labor Standards), except that the list of applicable clauses in paragraph b shall be modified to refer only to the clauses: Contract Work Hours and Safety Standards Act-Overtime Compensation, Subcontracts (Labor Standards), and Contract Termination-Debarment, Disputes Concerning Labor Standards.
- b. FAR 52.222-12, Contract Termination-Debarment, except that the list of applicable clauses in the first sentence shall be modified to refer only to the Contract Work Hours and Safety Standards Act-Overtime Compensation, Subcontracts (Labor Standards).

**2. NOTICE CONCERNING LABOR RATES**

- a. Davis-Bacon Act does not apply on Guam.
- b. Offerors maintain the responsibility to comply with the Government of Guam's Labor Certification process and current prevailing wage rates, as applicable. The notice for prevailing wage rates for construction is attached as Attachment (3) and provided for information only.
- c. Inquiries should be directed to the Department of Labor, Government of Guam, Wage and Hour Division, P.O. Box 9970, Tamuning, Guam 96931-9970, telephone 671-475-7050/51/24.

**Section 00801 – Contract Type/Performance Special Contract Requirements**

**SECTION 00801  
CONTRACT TYPE/PERFORMANCE  
SPECIAL CONTRACT REQUIREMENTS**

**1. GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)**

A MACC is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award up to five (5) Indefinite Delivery Indefinite Quantity (IDIQ) type construction contracts to the offerors whose proposal, conforming to the RFP, will be most advantageous to the Government resulting in the best value, cost or price and other factors considered. Successful offerors will compete for future work during the term of the contract.

**2. CONTRACT TYPE**

This is an IDIQ contract with no pre-established fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by a contracting officer, who will issue written task orders to the Contractor. Award of task orders will be on a firm fixed price basis. This is not a requirements contract.

**3. SET-ASIDE:** This contract is 100% set-aside for Small Business concerns.

**4. NAICS CODE:** 236220; Size standard of \$33.5 Million applies to this general construction contract.

**5. DESCRIPTION OF WORK**

The Small Business MACC is intended to provide design-build multiple award construction contracts for new construction, renovation/modernization, and routine repair/maintenance of Government shore-based facilities on Guam. The work under the contract will generally provide all design, labor, transportation, equipment, material, tools, supplies, engineering, supervision, and administration services needed to complete the scope of work. The facility types include, but are not limited to, operations and training facilities, maintenance and production facilities, supply facilities, hospital-medical facilities, administrative facilities, housing and community facilities and utilities and ground improvement. The work shall also include sampling, testing, removal and disposal of lead contaminated paint, asbestos and other hazardous materials.

Under a design build contract, contractors are to develop, determine, and propose the construction solution best suited to serve the Government's requirements.

**6. CONTRACT DURATION, LIMITS, AND AMOUNTS**

- a. Term of contract: Each of the resulting contracts will have a base period of 12 months. However, this time period may be reduced if the Contracting Officer determines that the estimated contract amount ordered by the Government has been reached (see paragraph c. below).



- b. Options: Each contract contains four (4) 12-month options for a total maximum duration of 60 months or estimated dollar value (see paragraph c. below), whichever occurs first. The Government has the option to extend the term of the contract in accordance with the contract clause entitled "Option to Extend the Term of the Contract, FAR 52.217-9". The Government may extend their contract by written notice to the Contractor within thirty (30) days, provided that the Government will give the Contractor a preliminary written notice of its intent to extend within thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- c. Amounts: The maximum aggregate dollar value, including the base period and all options, for all awarded contracts is estimated to be \$500,000,000. The estimated aggregate dollar value for each period for all awarded contracts is \$100,000,000 for the base period; \$100,000,000 for the first option period; \$100,000,000 for the second option period; \$100,000,000 for the third option period; and \$100,000,000 for the fourth option period.
- d. Estimated Amounts: The contract provides for an estimated aggregate dollar value for each period for all awarded contracts. For each period, any remaining unused amounts in the estimated aggregate dollar value may be carried over to the next option period provided the overall maximum aggregate dollar value of \$500,000,000 is not exceeded in the contract.
- e. Task Order Limitations: Task orders will range between \$1,000,000 and \$15,000,000. Task orders may fall below or above this limit; however under the general terms of the contract, contractors are not obligated to accept task orders as follows: Contractors are not obligated to honor (1) any order for a single item in excess of \$15,000,000; (2) any order for a combination of items in excess of \$30,000,000; or (3) a series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in excess of \$30,000,000. A task order may be issued in an amount less than the minimum order amount of \$1,000,000 when it is determined by the Government as necessary to expend the minimum guarantee.
- f. Task Order Exceeding Limitation: Notwithstanding the task order limitations in paragraph 6(e), contractors may voluntarily participate in task orders estimated to exceed the limitations listed. Contractors are advised however, that task orders between \$15,000,000 and \$30,000,000 will require submission of bid bonds in the amount of 20% of proposed price at the time designated for receipt of proposals. To participate, contractors must provide a letter from their surety or sureties certifying bonding capabilities and endorsing participation in task orders exceeding the limitations outlined in paragraph 6(e). A list of participants will be maintained under the contract; however, contractors remain responsible for providing current, accurate and complete information regarding bonding capabilities.
- g. Minimum Guarantee: The Government makes no representation as to the number of task orders or actual amount of work to be ordered. The best value offeror for the seed project will also receive award of the seed project, and will serve as the minimum guarantee. The remaining successful offerors will each receive a minimum guarantee of \$25,000. The minimum guarantee applies to the base period only. Contractors are not guaranteed work in excess of the minimum guarantee specified herein.

## **7. COMMENCEMENT OF WORK**

The work shall commence within fifteen (15) days after award of the base period.

## **8. PLACE OF PERFORMANCE**

The place of performance will be designated on each individual task order.

## **9. PROPOSAL PREPARATION COSTS**

The costs for preparation of task order proposals, if required under this contract, shall be the responsibility of the contractor and not directly reimbursable. Each task order awarded will include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the task order.

## **10. PERFORMANCE AND PAYMENT BONDS**

Performance and payment bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, in the amount of 100% will be required for each task order and shall be submitted for approval to the Contracting Officer within 10 days (unless otherwise stipulated on the individual task order) of award of a task order. Commencement of construction is contingent upon approval of required bonds and issuance of a notice to proceed (NTP).

## **11. REQUIRED INSURANCE**

- a. Within fifteen days after award of this contract, the contractor(s) shall furnish the Administrative Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance – Work On A Government Installation.

### **COVERAGE:**

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury;  
\$20,000 per occurrence for property damage Workmen's Compensation: As required by  
Federal and State Worker's compensation and occupational disease laws

Employer's Liability Coverage: \$100,000, except in states where worker's compensation may  
not be written by private carriers

Others as required by state law.

- b. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

## **12. TASK ORDER PERFORMANCE PERIOD**

FAR Clause 52.211-10, Commencement, Prosecution, and Completion of Work will be incorporated into each task order identifying the construction schedule. The Government reserves the right to negotiate a task order's performance period if determined to be in the best interest of the Government.

### **13. SITE VISIT**

Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer, in writing. The contractor shall also notify the Contracting Officer, in writing, upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous. Ten (10) or more failures to attend site visits may be reason for the Government's determination not to exercise the Contractor's option periods.

### **14. SUPERVISION**

For each task order, the contractor shall provide supervision in accordance with FAR Clause 52.236-6, Superintendence by the Contractor. In addition to the required supervision, the contractor shall provide for a Quality Control (QC) manager for each task order issued under the contract. No construction work or testing may be performed unless the QC manager is on the work site; however, construction work may continue if the QC manager is conducting QC related work for the specific task order on base installations. QC may be absent from the worksite in performance of his QC duties provided no testing is being performed nor is any work being hidden. In situations where more than one project location is designated in the task order, construction work may continue at a worksite if the QC manager is present at another one of the task order's related worksite. Unless otherwise specified in the RFPL, the Site Safety and Health Officer (SSHO) shall have no other duties other than safety and occupational health management, inspections, and enforcement on that project. In no case, however, will all three functions (superintendent, QC, and SSHO) be assigned to the same individual.

### **15. SUBCONTRACTING RESPONSIBILITIES**

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure task orders are completed within the stated requirements.

The contractor is responsible for ensuring subcontracting opportunities are made available to all small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged small business and women-owned small businesses.

### **16. NOTICE OF CONSTRUCTIVE CHANGES**

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

### **17. PAYMENTS**

Designated paying office will be determined upon award of individual task orders under this contract. Invoicing procedures will be as stated in Section 01 20 00.05 20 Price and Payment Procedures for Design-Build. Percentage of performance payments will be processed through the designated Administrative Contracting Officer. Invoices shall be submitted to the office identified in block 6 of the DD 1155 IAW WAWF procedures.

## **18. PRE-CONSTRUCTION MEETING**

Prior to commencing work under a task order, the contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

## **19. PARTNERING**

Partnering is a structured process, as well as philosophy of doing business with contractors and clients that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. In support of the command's goals of teamwork and client satisfaction, our policy is to practice the philosophy of Partnering on every contract we administer. The contractor's key personnel may be required to attend formal partnering for the basic contract. In addition, formal partnering may be required prior to and/or during performance of an individual task order, if determined necessary by the Government. Key personnel are defined as the Project Manager, Quality Control (QC) Manager, and Safety Officer. Major subcontractors and specialized supplementary personnel are also encouraged to attend. The contractor shall pay all costs associated with the partnering effort. The participants shall bear their own costs for meals, lodging and transportation associated with partnering.

## **20. PERFORMANCE EVALUATIONS**

The Administrative Contract Office will complete a contractor's performance evaluation for input into CCASS/ACASS database. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory or to provide feedback on the design portion of a design-build task order. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future task orders.

## **21. CONSOLIDATED SCHEDULES**

In addition to the requirements for a network analysis schedule for each task order, the contractor shall provide a separate, single consolidated schedule for all task orders it is issued under the contract. This consolidated schedule shall be updated and provided to the Contracting Officer on the first day of each month; and shall incorporate significant milestones and related information for each task order. Required information in the consolidated schedule will be provided as directed by the Contracting Officer and includes, but is not limited to, task order award date and amount, description, estimated completion date, contract completion date, percentage of scheduled completion, percentage of actual completion, pending issues, and total contract amount including modifications. This consolidated schedule is a tool to manage the contract and will be used to measure progress and to evaluate potential impact on the performance of

future task orders. The Contractor remains responsible for providing detailed, current, accurate and complete information in the consolidated schedules.

## **22. POTENTIAL TASK ORDERS**

The contractor's progress on ongoing task orders will be measured using the consolidated schedule required in paragraph 21. Contractor must prosecute the work or any separable part, with the diligence that will ensure completion within the time specified in the task orders. The Government reserves the right to not award a contractor new task orders if the contractor fails to prosecute the work on any outstanding task orders of any such action.

■ End of Section –

**Section 00802 – Task Order Issuance Procedures****SECTION 00802  
TASK ORDER ISSUANCE PROCEDURES****1. GENERAL**

- a. When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs are usually accompanied by a Statement of Work (SOW) and will normally be issued electronically by email but may be placed via mail, telephone, facsimile or other electronic means.
- b. Contractors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFPL by the time specified in the RFPL. Any proposal, modification, or revision, received at the Government office after the exact time specified for receipt of proposals will be late and will not be considered.
- c. Task orders will be awarded on DD Form 1155 (Order for Supplies or Services). Task orders will be placed in a sequential numbering system, which relate back to the basic contract number and the assigned Work Order (WO) number.
- d. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders.
- e. Each task order shall include as a minimum:
  - (1) Date of order
  - (2) Contract number and order number
  - (3) Contract item number and description, quantity, and unit price or estimated cost
  - (4) Delivery or performance schedule
  - (5) Place of performance
  - (6) Any packaging, packing, and shipping instructions
  - (7) Accounting and appropriation data
  - (8) Method of payment and payment office
- f. Modifications to task orders will be issued on Standard Form (SF) 30.
- g. Each contractor is required to submit a reasonable number of good faith proposals for WOs. If unable to propose on a task order, contractors are required to contact the Contracting Officer within two days of notification if they cannot participate in the site visit or submit an offer. Contractors are required to submit in writing a letter explaining the reasons for not submitting an offer for the WO. Failure to provide this notification may impact future consideration for WOs and exercise of an option.
- h. In accordance with FAR 16.505(a) (9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract; or a protest of an order valued in excess of \$10 million. Protests of

orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104. The authority to protest the placement of an order under this subpart expires on May 27, 2011.

## 2. COMPETITION

- a. Competition for issuance of task orders is limited to those awardees under this contract. All awardees will be given a fair opportunity to be considered for each task order unless the Contracting Officer applies one of the exceptions noted in paragraph (f) below. Upon determining the need to issue a task order, all awardees will be considered equally against the stated criteria in the RFPL.
- b. Task order proposals will be evaluated based on one of the following criteria:
  - (1) Price only;
  - (2) Lowest price technically acceptable proposal; or
  - (3) Technical evaluation factors in combination with cost or price
- c. Each task order will be awarded, as a result of competition to the contractor whose offer is the most advantageous to the Government considering the criteria specified in the RFPL.
- d. The Contracting Officer may consider (1) past performance on earlier orders under the contract, including quality, timeliness, and cost control; and (2) potential impact on other task orders placed with the contractor. See paragraphs 21 and 22 of Section 00801. Other factors may be considered as specified in the RFPL.
- e. The Contracting Officer need not contact each of the multiple awardees under the contract before selecting a task order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each task order. The competition requirements in FAR part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.
- f. Each task order exceeding \$100,000 shall be placed on a competitive basis in accordance with DFARS 216.505-70(b) unless this requirement is waived on the basis of a justification that is prepared and approved and includes a written determination that –
  - (1) A statute expressly authorizes or requires that the purchase be made from a specified source;
  - (2) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
  - (3) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
  - (4) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
  - (5) It is necessary to place an order to satisfy a minimum guarantee.
- g. For projects estimated at less than \$100,000, the Contracting Officer reserves the right to make award of the task order without competition or justification based upon one of the

circumstances described in the preceding paragraph 2.f. The Contracting Officer shall document in the contract file the basis for using an exception to the fair opportunity process. If the exception is the logical follow-on, the rationale shall describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value).

### 3. REQUIREMENT FOR PROPOSALS

- a. Task orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When options are included in the Schedule, the task order will specify the number of days after award for exercising the options.
- b. Task orders incorporate by reference applicable provisions and clauses in the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task orders solicitations and awards.
- c. Task orders may be awarded on the basis of price only; low price technically acceptable; or best value to the Government. The basis for award will be stated in the RFPL.
- d. Task order proposals must be complete and adequately address RFPL requirements to be considered for award; therefore, the proposals must contain the best offer from a technical and price standpoint.
- e. Unless otherwise specified in the RFPL, task order proposals must remain valid for 60 calendar days after the last stated date for which proposals may be received.
- f. Task order projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring design development for design-build construction, or a combination thereof. Projects will be varying in size and complexity. In most cases, the SOW is developed entirely by the Government. Occasionally, the task orders may be written based on a Government/Contractor Team cooperative scoping of the work in order to develop a mutually agreed upon SOW. The task order may or may not have traditional plans and specifications.
- g. Task order proposals may include but are not limited to:
  - (1) Sketches, catalog cuts, calculations, and architectural renderings
  - (2) List of long lead-time materials
  - (3) Performance time to coincide with the number of days allotted on the RFPL. (Submit simplified bar chart showing start and finish dates of: submittals, procurement, delivery, and major task elements)
  - (4) Detailed breakdown of all costs, including direct costs (labor, materials, and equipment), indirect costs, profit, taxes, overhead, markups, etc.
  - (5) A Management Plan of all tasks (current and proposed) with workload scheduling and resource management. (A Critical Path Method (CPM) diagram showing differing start dates with resources identified will suffice)
  - (6) The overview of the proposed construction methodology for each Definable Feature of Work (DFOW)



#### **4. SELECTION CRITERIA**

Task order awards may be based on price alone, or may be awarded based on price and, but not limited to, other non-price factor criteria. All awards shall consider price or cost as one of the factors in the selection decision. The task order award criteria will be specified in each RFPL issued or as specified by the Contracting Officer.

#### **5. OMBUDSMAN**

The agency's designated Task Order Ombudsman is the Echelon III/IV Competition Advocate and is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for award of task orders, in accordance with the requirements of the contract.

-- End of Section --